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ABSTRACT

This agreement recognizes the American Association of University Professors as the collective bargaining unit for the part- and full-time faculty and some members of the college library and athletic staffs. Covered in the agreement are such matters as non-discrimination, affirmative action, academic freedom, association privileges, promotion, tenure, appointments, dismissal and suspension, department chairmen, governance, personnel files, professional staff, evaluation, past practices, management rights, agency rights, grievance procedures, strikes and lockouts, general work conditions, open classrooms, workloads, outside employment, patent policy, sick leave, professional leave without pay, compensation and fringe benefits, retirement age, separability, length of the contract and future negotiations, and enforceability. (MSE)

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THIS AGREEMENT made and entered into as of the 1st day of September, 1976 by and between RIDER COLLEGE (hereinafter sometimes referred to as the "College") and the RIDER COLLEGE CHAPTER of the AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS (hereinafter sometimes referred to as the "AAUP").

PREAMBLE

The purpose of this Agreement is to provide the members of the bargaining unit and Rider College with a contract which will insure a healthy and viable institution of higher learning, capable of supporting a quality program of teaching, research and public service. This Agreement seeks to maintain educational excellence, facilitate effective faculty participation, assure fair and reasonable conditions of employment, and provide techniques and procedures for the peaceful adjustment of disputes should they arise.

ARTICLE I

RECOGNITION OF UNIT

The College recognizes AAUP as the sole and exclusive bargaining representative of all full-time faculty members, part-time faculty members (defined as those who are currently teaching at the College, and have taught at least one course in three of the last four semesters including the current semester) and members of the College Library staff, with a minimum of a master's degree in library science or tenure as a member of the library staff, and the athletic staff, with a minimum of a baccalaureate degree, but excluding seasonal athletic staff and further excluding all officers of the College, such as the President and Vice Presidents and further excluding Deans, Associate Deans, Assistant Deans, Department Chairmen, all assistants to Deans, military personnel serving in the Department of Military Services, the College Librarian, the Director and Assistant Director of Athletics, and faculty holding visiting rank, with such appointments being for a period not to exceed one

year and reappointment for the subsequent academic year to be as a bargaining unit member, and further excluding all other employees of the College not specifically referred to herein. Also excluded from the bargaining unit shall be non-teaching personnel whose employment is funded by contract with an outside agency.

ARTICLE II

NON-DISCRIMINATION

There shall be no discrimination against any bargaining unit member or against any applicant for employment by reasons of race, creed, marital status, color, age, sex, religion, national origin, citizenship or relationship with any other persons employed by the College, or membership in or activity on behalf of AAUP except as provided in Article XIX "Agency Rights", or use of the grievance procedure.

ARTICLE III

AFFIRMATIVE ACTION

There shall be a standing Affirmative Action Committee, comprised of six members, with three members representing the College and three members representing the AAUP.

The Committee's functions are as follows:

1. Plan Development

Whenever updatings or other revisions of the Rider College Affirmative Action Plan are necessary, the Committee shall develop these revisions insofar as they pertain to the bargaining unit for submission to the Board of Trustees for approval. In the event a majority of the Committee is unable to agree upon appropriate revisions, more than one revision proposal may be submitted to the Board of Trustees for consideration. The College shall be free to meet its

legal obligation to adopt an appropriate Affirmative Action Plan for the College, provided that such plan shall not be inconsistent with the terms and provisions of this Agreement, except as may be required by law.

2. Monitoring

The Committee shall meet regularly to monitor the Rider College Affirmative Action Plan insofar as such plan pertains to members of the bargaining unit and the process of implementation of the Affirmative Action Plan. Monitoring shall conform to the monitoring guidelines established in the Affirmative Action Plan.

Grievances arising under this Article may be processed through the first three steps of the grievance procedure set forth in Article XX, but may not be referred to outside arbitration. However, complaints alleging a failure to adhere to the procedures set forth in this Article may be submitted to outside arbitration.

ARTICLE IV

ACADEMIC FREEDOM

As a member of his community, the teacher has the rights and obligations of any citizen. He measures the urgency of these obligations in the light of his responsibilities to his subject, to his students, to his profession, and to his institution. When he speaks or acts as a private person, he avoids creating the impression that he speaks or acts for his College or University. As a citizen engaged in a profession that depends upon freedom for its health and integrity, the teacher has a particular obligation to promote conditions of free inquiry and to further public understanding or academic freedom.

Both the protection of academic freedom and the requirements of academic responsibility apply not only to the full-time probationary as well as to the tenured teacher, but also to all others, such as part-time and teaching assistants, who exercise teaching responsibilities.

ARTICLE V

ASSOCIATION PRIVILEGES

(a) The Rider College Chapter of the AAUP shall be entitled to private office space similar to the space it presently occupies. In addition, the AAUP shall be permitted use of appropriate facilities at the College for its larger meetings, so long as such facilities are available and not committed to other purposes and the AAUP complies with the rules and regulations relating to the use of such facilities applicable to all members of the College community.

(b) The AAUP shall be entitled to post notices of its activities and matters of AAUP concern on bulletin boards at locations agreed upon between the AAUP and the College.

(c) The AAUP shall be entitled to use College mail room facilities for the internal distribution of AAUP communications provided that this shall not interfere with or interrupt normal College operations, or for external distribution provided AAUP pays U.S. postal charges. All such communications shall be identified as to source and dated.

(d) The Rider College Chapter of the AAUP shall be entitled to the privilege of contracting for College duplicating, printing, audio-visual, photographic, computer, address label and food services, and such other services as may be contracted for by other campus organizations. Charges for such services shall be those in effect for all campus organizations and shall be billed on a monthly basis.

ARTICLE VI

PROMOTION AND TENURE

1. Committees

a. The Promotion and Tenure Committee

In each School in which there are members of the bargaining unit who are tenurable, a Promotion and Tenure Committee shall be established consisting of the Academic Vice President and Provost, the Associate Provost, the Dean of the School, three full-time tenured members of the bargaining unit of the School, and a tenured member of the bargaining unit at large, who shall be nominated by the College Executive Committee and elected by members of the bargaining unit. Such tenured member of the bargaining unit at large shall serve as Chairman and Convenor of the Committee. In addition, there shall be two tenured alternate bargaining unit members from the faculty of the School. The Executive Committee of the School shall serve as a nominating committee for the bargaining unit representatives and alternates from the school serving on the Promotion and Tenure Committee. The bargaining unit members of the individual Schools shall elect the representatives and alternates from the School to the Committee for two-year terms. Initial terms of such representatives shall be on a staggered basis. Bargaining unit members may be re-elected. In addition, for each candidate a representative of the candidate's Department and the Department Chairman shall be members of the Promotion and Tenure Committee. The members of the candidate's Department shall elect the representatives in each case.

b. Board of Trustees Appeals Committee

The Board of Trustees shall establish a Trustees Appeals Committee consisting of no fewer than three members from the regular membership of the Board. The membership of such Committee shall remain constant for each academic year.

2. Evaluation Steps

The evaluation of a candidate for promotion and tenure shall begin at the departmental level. Each Department shall

establish its own procedure for the preparation of its recommendation, in accordance with the following guidelines:

a. The applicant shall prepare documented credentials which may include references from colleagues. The departmental evaluation of these credentials as well as other pertinent information shall provide the significant factual information about the candidate's professional contribution to the programs he serves and to his discipline. The specific recommendation(s) to be forwarded to the Promotion and Tenure Committee shall be in writing and may include reports supporting different points of view and individual signed statements from the members of the Department as well as the Department Chairman. Such recommendations shall also be filed by the Department with the President of the AAUP.

b. The candidate shall have the right, upon his request, to an interview with his departmental colleagues and shall receive a copy of the written recommendation(s) prior to the forwarding of such recommendations(s) to the Promotion and Tenure Committee of the School and to the President of the AAUP. In addition, the candidate shall have the right, upon his request, to meet with the Department Chairman and to receive a copy of the Chairman's written recommendation prior to the forwarding of such recommendation to the Promotion and Tenure Committee of the School and to the President of the AAUP.

c. The candidate shall have the right to submit to the Promotion and Tenure Committee of the School materials responding to the written recommendation(s) of the Department and the Department Chairman.

d. The Promotion and Tenure Committee shall meet to review the materials presented by the candidate and the Department and shall make a recommendation concerning the candidate to the Board of Trustees in accordance with the following guidelines:

(i) If one of the four elected bargaining unit members is a member of the candidate's Department, any alternate elected to the Committee shall serve in his place.

(ii) The candidate shall have the right, upon request, to an interview with the Promotion and Tenure Committee.

(iii) The Department has the professional responsibility to judge the academic competence of the candidate and to provide a thorough and documented recommendation to the Promotion and Tenure Committee. The Promotion and Tenure Committee shall evaluate the adequacy of the submitted documentation and the extent to which the candidate's credentials, qualifications, and performance meet the standards established for promotion or tenure. Members of the Promotion and Tenure Committee shall not arbitrarily substitute their judgments on the professional expertise of the candidate for properly documented judgments presented in the departmental recommendation. However, the Promotion and Tenure Committee is responsible for evaluating the adequacy of the departmental documentation.

(iv) The Promotion and Tenure Committee shall make a specific written recommendation(s) concerning the granting or non-granting of tenure or promotion documenting its reasons. Separate reports supporting different points of view shall be prepared when appropriate.

(v) The candidate shall receive a copy of the Promotion and Tenure Committee's recommendation(s) and any supporting materials, prior to its forwarding such recommendation(s) to the Board. When the Committee's recommendation is negative and the candidate has new information to present to the Committee, the candidate may appear before the Committee to present such new material within time limits set forth by the Committee for such appearances.

(vi) The Chairman of the Promotion and Tenure Committee shall forward a copy of the Committee's recommendation(s) to the President of the AAUP.

e. Upon receipt and study of the written recommendation(s) of the Promotion and Tenure Committee, together with all supporting materials and documents, the Board of Trustees shall review the Promotion and Tenure Committee's recommendation(s) and render a decision concerning the candidate based on the

documentation and recommendations in the written record forwarded to it. Members of the Board of Trustees shall not arbitrarily substitute their judgments on the professional expertise of the candidate for properly documented judgments presented in the departmental and Promotion and Tenure Committee's recommendation(s).

The Board of Trustees shall render its decision concerning the candidate and communicate its decision in writing to the candidate, to the Chairman of the Promotion and Tenure Committee, and to the President of the AAUP. When the decision of the Board of Trustees is contrary to the recommendation(s) of the Promotion and Tenure Committee and the candidate requests in writing the reasons for such decision, the Board of Trustees shall provide its reasons in writing for such decision, and shall communicate such written reasons to the candidate, the Chairman of the Promotion and Tenure Committee, and to the President of the AAUP. When the Promotion and Tenure Committee has recommended against promotion and/or tenure and the Board decides to grant promotion and/or tenure, the Board of Trustees shall provide its reasons for its decision upon written request from the Chairman of the Promotion and Tenure Committee and shall communicate such written reasons to the candidate, the Chairman of the Promotion and Tenure Committee and the President of the AAUP.

3. *Appeals Procedure*

a. A candidate whose application for tenure has not been supported by the Board, after having been recommended for tenure by the Promotion and Tenure Committee, or a candidate for whom a denial of promotion and/or tenure mandates a terminal contract, may appeal in writing to the Trustees Appeals Committee within 15 days from the date of the candidate's receipt of the Board's decision. In addition, candidates whose application for promotion to full Professor or tenured candidates whose application for promotion to Associate Professor has not been supported by the Board, after having been recommended for such a promotion by the Promotion and Tenure Committee, may also appeal in writing to the Trustees Appeals Committee within 15 days from the date of the candidate's receipt of the Board's decision. The candidate shall also indicate in writing

whether he wishes to be accompanied by a representative member(s) of the AAUP at the Appeals Committee interview and whether he wishes to receive a written decision of the Appeals Committee's determination as allowed by Sections 3b and 3d herein. No more than two representative members of the AAUP shall attend such Appeals Committee interview.

b. A candidate making such an appeal may elect to appear in person before the Trustees Appeals Committee on a date designated by this Committee, which shall be as soon after the Committee's receipt of the written appeal as may be practicable.

c. The candidate shall not be permitted to submit any evidence in support of his application, unless such evidence was submitted to and considered by the Promotion and Tenure Committee, or unless such evidence relates to matters occurring subsequent to the rendering of the recommendation of the Promotion and Tenure Committee.

d. If requested by the candidate in writing, the Trustees Appeals Committee shall render a final decision in writing specifying the reasons for its decision. Copies shall be forwarded to the candidate, the Vice President for Academic Affairs and Provost, the President of the AAUP, and the Chairman of the Promotion and Tenure Committee.

4. Requirements for Tenure

a. The appropriate terminal degree or terminal qualification is required unless there are exceptional circumstances. Terminal qualifications, such as the J.D., the M.F.A., or the M.B.A.-C.P.A. shall be accepted as well as terminal degrees. While possession of the appropriate terminal degree or qualification is required, as aforesaid, possession of such degree or qualification will not serve automatically to entitle the candidate to a tenure appointment.

b. Emphasis is to be placed on performance and professional contributions, and effective teaching must be a criterion.

c. The value of an individual to his Department, School, and the College must be a criterion. This require-

ment refers to such qualities as the match between the candidate's abilities and interests and the goals of the Department and School, demonstrated performance in assisting students outside of the formal classroom, the promise of continued devotion to the strengthening and updating of courses and curriculum, and the ability to teach a variety of courses.

d. A candidate must demonstrate scholarly activity in his or her field of specialization.

e. Neither fixed minimum nor maximum number of faculty or tenured faculty either within a Department, a School or the College, shall be considered as criteria for tenure.

f. Tenure for faculty will be awarded at the ranks of Associate or Full Professor unless there are exceptional circumstances.

g. Exceptional circumstances specified under Sub-Sections "a" and "f" above shall be applied only to situations where a tenure appointment would be of substantial benefit to the College, and shall be limited to those instances where the candidate for tenure has been endorsed by a majority recommendation of the Promotion and Tenure Committee.

h. Applications for tenure prior to the sixth year of full-time teaching at the college level shall not prejudice the application.

i. The College shall notify in writing any bargaining unit member when such individual is required to apply for and attain tenure or promotion to avoid the issuance of a terminal contract by the College to such bargaining unit member. Such notification shall be sent to such bargaining unit member by September 15 in the academic year during which such an application must be made. However, the failure by the College to send the notification provided for herein as aforesaid, shall serve only to extend the time for such application until three months after such notification is provided by the College. In no event, shall such failure to give timely notice serve as a basis for a claim by such bargaining unit member that he is entitled to de facto tenure or to any other benefit or advantage by reason of the omission by the College to provide the notice as required hereunder.

5. *Requirements for Promotion*

a. The requirements for promotion to a given rank shall be the same as those defined in Article 5 of the Statutes, except that reference to years of teaching required for the ranks of Associate and Full Professors shall be deleted, and except as otherwise modified herein.

b. For Promotion to Assistant Professor II, to Associate Professor and to Full Professor, the appropriate terminal degree or status, as defined herein above, is required, except for exceptional circumstances which shall be based upon a finding by the Promotion and Tenure Committee of such unusual circumstances, and shall be applied only to situations where a promotion would be of substantial benefit to the College. Terminal qualifications such as the J.D., the M.F.A., or the M.B.A.-C.P.A., shall be accepted, as well as terminal degrees. While possession of the appropriate terminal degree or qualification is required, as aforesaid, possession of such degree will not serve automatically to entitle a candidate to a promotion.

c. Neither fixed minimum nor maximum numbers of faculty or tenured faculty either within a department, a school or the College shall be considered as criteria for promotion.

d. The value of an individual to his Department, School, and the College must be a criterion. This requirement refers to such qualities as the match between the candidate's abilities and interests and the goals of the Department and School, demonstrated performance in assisting students outside of the formal classroom, the promise of continued devotion to the strengthening and updating of courses and curriculum, and the ability to teach a variety of courses.

e. Application for promotion to the ranks of Assistant Professor I and II, and Associate Professor may be made only once prior to the required application for such promotion so as to make the candidate eligible for continued employment by the College. Application for promotion to the rank of Full Professor or application for promotion by a tenured Assistant Professor may be made initially in two consecutive years. Subsequent applications may be made only at the expiration of a three-year period after a denial of such application for promotion, or upon the recommendation of the appropriate Dean.

6. *Time-Table for Promotion and Tenure*

1. *Tenure*

a. *The probationary period prior to the award of tenure shall not exceed seven years of full-time teaching experience at the college level, including full-time teaching at other institutions of higher education, except that prior full-time teaching at other institutions of higher education in excess of three years will not be considered. Such prior full-time teaching must be specified in writing by the faculty member on or before his initial appointment.*

b. *No member of the bargaining unit may apply for tenure prior to his third year of service at Rider College. The process of evaluation must be initiated no later than the beginning of the faculty member's sixth year of service, including up to three years of prior service as defined above.*

c. *Failure to receive tenure after six years of full-time teaching at Rider or after six years of full-time college teaching experience, the last three of which were at Rider, will mean that any continued employment beyond the seventh year will be either on a part-time basis or in a non-faculty position, with no tenure resulting from such continued employment.*

d. *Time-Table for Implementation of Tenure Application Proceedings*

(i) The candidate's documented credentials shall be completed by October 15 and the Department, or the Committee thereof working on the departmental evaluation of the candidate shall commence meeting by November 1. Written recommendations shall be forwarded to the Promotion and Tenure Committee by the Department no later than December 1. Any materials to be submitted by the candidate to the Promotion and Tenure Committee must be received by such Committee by December 15.

(ii) The Promotion and Tenure Committee shall commence meeting to review materials received in connection with tenure applications during the first week of the Interim Study Program. The Promotion and Tenure Committee shall forward to the appropriate parties its written recommendation(s) concerning the granting or non-granting of tenure by February 1.

7. Promotion

Time-Table for the Implementation of Promotion Application Proceedings

The time-table set forth in Section 6-1d relating to tenure shall be applicable to application for promotions as well.

8. Upon the written request of the AAUP, Rider will supply to the AAUP copies of any underlying documents pertaining to promotion and/or tenure which are referred to in any report or decision supplied under this agreement and which are in Rider's possession, at the sole cost and expense of the AAUP.

ARTICLE VII

APPOINTMENTS

The following procedures shall apply to all persons appointed by the College to the ranks of Instructor, Assistant Professor I, Assistant Professor II, Associate and Full Professor, and to full-time appointments to the ranks of Lecturer or adjunct ranks.

1. The Department, including the Department Chairman, shall consult with the Dean of the appropriate school to formulate the general qualifications of the person needed to fill the vacancy. Such a determination shall be consistent with the general staffing policies adopted in accordance with the Article on Academic Governance contained elsewhere herein. All individuals shall be appointed by the College to perform instructional services, or be accorded faculty rank, or be appointed by the College to perform professional library or professional athletic services, after consultation with the members of the Department, including the Department Chairman, in accordance with the procedures described herewith. The Department, including the Department Chairman, or any members of the Department, will meet with and interview candidates for such positions, provided, however, that it shall be the responsibility of the Department to act promptly to meet the circumstances.

Part-time faculty shall be appointed by the appropriate administrator after appropriate consultation with the relevant Department.

2. The Dean shall then review the departmental recommendation(s) and shall support a well documented departmental recommendation except for substantial reasons which shall not be arbitrary. If the Dean feels compelled to depart in any way from the Department's recommendation and if the Department requests it, he shall meet with the Department to discuss his decision. Whenever conditions permit, a candidate who is unacceptable either to the Dean or to the Department shall not be appointed.

3. The Department shall be responsible for maintaining regular contact with the Dean for the purpose of participating in the appointment procedures specified herein. The Dean shall make every reasonable effort to contact the Department or its designated subcommittee whenever a vacancy occurs.

4. The qualifications for academic rank contained in Article VI ("Promotion and Tenure") shall apply herein.

5. For the purpose of hiring of members of the professional library and professional athletic staffs the College Librarian or the Director of Athletics shall function in the same manner as the Dean above.

6. The parties hereto recognize that resignation beyond the dates of notification established in Article IX, withdrawals of candidates prior to start of classes, and the need to appoint new faculty members because of unforeseen enrollment, induce hardships for both parties to the Agreement. In such cases, the procedures described herein may be modified, according to the circumstances. However, the College shall, in any event, request that members of the Department meet with and interview candidates, and the Department shall be responsible for conveying their professional evaluations to the Dean as promptly as circumstances may require. The Department may examine all candidates' credentials and make written recommendations whenever circumstances permit. In any case, when appointments are made under this paragraph, the Dean shall meet with the members of the Department, upon request, to discuss the basis for the appointment.

ARTICLE VIII

DISMISSAL AND SUSPENSION

The College may not discharge or suspend a member of the bargaining unit who has tenure or whose term appointment has not expired, except for proper cause. Any discipline imposed, including additions to an individual's personnel file, shall be subject to the grievance procedure provided for in Article XX, including submission to arbitration by the American Arbitration Association.

All provisions contained in the existing College Statutes or any past practice concerning suspension or dismissal of a bargaining unit member shall be superseded by this provision.

ARTICLE IX

ANNUAL REAPPOINTMENT AND NON-REAPPOINTMENT OF NON-TENURED BARGAINING UNIT MEMBERS

1. The Department shall have the professional responsibility to evaluate annually persons subject to reappointment decisions and to make a specific recommendation concerning such reappointment.

It shall be the responsibility of the individual being evaluated to maintain a documented record of professional development and growth as specified in Article XVI ("Evaluation"). Prior to the completion of their recommendation, the members of the Department or committee designated by the Department, excluding the individual being evaluated, shall meet to assess the documented materials necessary for their decision. Such materials shall include relevant information supplied by the candidate and the Department members, and may include properly documented materials from competent sources other than those persons serving in the Department.

The Department shall prepare a written recommendation presenting its reasons for reappointment or non-reappointment. Majority and minority reports may be prepared. The candidate shall have the right to review and respond to such written recommendation prior to the forwarding of the recommendation.

The Dean shall then review the departmental recommendation and shall support a well-documented departmental recommendation except for compelling reasons which shall not be arbitrary, stated in writing, and forwarded to the Department and to the candidate. A candidate who is denied reappointment or given a terminal appointment shall have the right to an interview with the Dean.

2. For reappointment of professional librarians, the professional library staff, functioning as a department, shall forward its recommendation to the College Librarian, who shall act on it in the same manner as the Dean in the preceding paragraph.

3. For reappointment of professional athletic staff members, the professional athletic staff, functioning as a department, shall forward its recommendation to the Director of Athletics, who shall act on it in the same manner as the Dean in the preceding paragraph.

4. It shall be the responsibility of the non-tenured bargaining unit member to prepare his documented record, as aforesaid, and submit same to his department or designated committee. Failure to comply herewith at least six weeks prior to the standards of notification provided for hereinafter shall place the determination as to reappointment within the discretion of the Dean, College Librarian, or Director of Athletics, as may be appropriate. Similarly, failure by the Department, departmental committee, professional library staff, or professional athletic staff to forward its recommendation as aforesaid within three weeks of the said standards of notification shall place the determination as to reappointment within the discretion of the Dean, College Librarian, or Director of Athletics, as may be appropriate.

Standards of notification for reappointment and non-reappointment shall be as follows:

(i) Not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of such termination.

(ii) Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during the academic year, at least six months in advance of such termination.

(iii) At least 12 months before the expiration of an appointment after two or more years at the College.

ARTICLE X

DEPARTMENT CHAIRMEN

1. The parties agree to the principle that the faculty within the various academic departments shall play a strong role in the formation and conduct of academic programs within their disciplines. Each Department shall be headed by a Department Chairman appointed or reappointed in the manner prescribed in this Article. The parties agree that it is desirable that a candidate for the position of Department Chairman be acceptable to both the Dean of the School in which the Department is located and the full-time faculty of the Department. The parties agree that the Department Chairman is not a member of the bargaining unit; however, such chairman shall be fully recognized as a member of the faculty and entitled to the rights and privileges of such status.

2. Department Chairmen are to serve an indeterminate term of office which may be reviewed annually during the month of March at the request of either the Dean or the majority of the members of the Department. Such annual review shall be limited to an evaluation of the performance of Department Chairmen in areas of administrative and supervisory responsibilities.

3. A vacancy in the position of Department Chairman shall occur in all cases when, in the course of an annual review, both the Dean and a majority of the Department agree that a vacancy should occur. In all cases in which the Dean and a majority of the Department disagree as to the occurrence of a vacancy, the Department Chairman shall serve an additional year. When such disagreement persists after an additional year, the disagreement shall be submitted to a panel of three persons. Such panel shall be appointed as follows: the majority of the Department shall appoint one member, the Dean shall appoint one member, a chairman from the School shall be chosen by a majority of the chairmen of the College. A new panel shall be selected for each case of disagreement. Both parties agree that anyone serving on such panel shall not be subject to any economic or other type of reprisal as a result of any determination made by such panel. Such panel shall investigate all aspects of the disagreement, consult with members of the Department, the Dean, and the incumbent chairman, and shall submit a written report and recommendation to the Academic Vice President and Provost. The Academic Vice President and Provost may meet with the panel to discuss the recommendations and findings. The Academic Vice President and Provost shall not improperly substitute his judgment for the properly documented judgment and recommendations of the panel nor shall his determination be made in an arbitrary or capricious manner. In the event that the Academic Vice President and Provost does not follow the recommendations of a majority of the panel, he shall submit in writing to the panel, to the Department, to the Dean, and the President of the AAUP substantive written reasons for his action.

The AAUP shall have the right to grieve a determination which does not follow the recommendation of the majority of the panel through the grievance procedure including outside arbitration. An outside arbitrator shall determine whether the Academic Vice President and Provost improperly substituted his judgment for the properly documented judgment and recommendations of the panel and/or made his determination in an arbitrary or capricious manner. In such event, the arbitrator's authority shall be limited to remanding the matter back to the panel and Academic Vice President and Provost, with a mandate that a new determination be made consistent with the terms of this Article.

4. A vacancy in the department chairmanship may also occur by reason of resignation, disability or death. A Department Chairman, who leaves such office and returns to the bargaining unit shall be treated as all other bargaining unit members by both the AAUP and the College.

5. When a vacancy in the position of Department Chairman occurs, the Dean shall consult with the members of the Department concerning such replacement. Subsequently, the Dean shall nominate a replacement. If the majority of the Department does not concur in the designation of such nominee, the Dean shall nominate a second candidate. The majority of the Department shall then choose between the two nominees of the Dean to fill such vacancy. An incumbent chairman may not be nominated by the Dean. The Dean shall be free to make a recommendation for filling the vacancy either from within or without the College, provided, however, that no appointment from outside the College shall result in the loss of a bargaining unit position.

6. Department Chairmen who are candidates for promotion and/or tenure shall be required to follow the same procedures as are applicable to bargaining unit members described in this Agreement. In such case, the chairman's position on the Promotion and Tenure Committee shall be filled by a designee of the Dean. All parties agree that any persons upon whom tenure or any faculty rank has heretofore been conferred shall retain such tenure and/or rank.

7. An acting chairman may be appointed by the Dean after consultation with the Department for a period not to exceed one year. In the event a vacancy still exists at the end of one year, the Dean and a majority of the Department may continue the appointment of an acting chairman for an additional period thereafter.

ARTICLE XI

ACADEMIC GOVERNANCE

(a) Executive Committees. An Executive Committee for each School will be elected from the faculty of that School.

Thus, the School of Liberal Arts and Science, the School of Business Administration, the School of Education, and the Evening School will each have an Executive Committee. Each Executive Committee shall be composed of six faculty members who will be elected by the faculty from that School.

The AAUP shall determine the exact manner of the elections to these School Executive Committees. The Executive Committee shall not be composed of more than two members from the same Department in a School, and where there are more than six Departments in a School, no more than one member from any Department in such School shall serve on such Executive Committee.

(b) Responsibilities of Executive Committees. The Executive Committees shall develop academic policy proposals on such items as curriculum, graduation requirements, student advising, ISP, and other matters of an academic nature traditionally handled by the faculty, and shall seek jointly to formulate specific proposals in regard thereto with Deans of the respective Schools. The Executive Committees shall not intrude into areas of professional competence traditionally the responsiblity of the Departments and/or individual faculty members.

The Executive Committees shall consider and develop proposals with respect to program planning, staffing, relationships between the Schools of the College, and any other matters that may affect the academic programs of the School. The Executive Committees shall meet with the Deans of the Schools at least once a month at mutually convenient times. The Rider College Chapter of the AAUP shall designate conveners for each Executive Committee.

Proposals of the Executive Committees may include majority and minority reports which shall be sent to the appropriate administrative officials. The Executive Committees of the individual Schools shall establish guidelines for their own modes of operation and their relations with faculty. The Executive Committees shall be provided with reasonable information necessary to carry out their responsibilities.

(c) The College Executive Committee. An Executive Committee of seven members for the College (the College

Executive Committee) shall be composed of members of the Executive Committees of each of the four Schools. Each School Executive Committee shall meet and designate which of its members shall serve on the College Executive Committee. The School of Liberal Arts and Science shall choose three members, the School of Business Administration shall choose two members, the School of Education shall choose one member, and the Evening School shall choose one member. The College Executive Committee shall designate one of its members as a convener.

The College Executive Committee shall develop proposals regarding academic matters affecting more than one school and shall consult with the Academic Vice President and the academic Deans concerning such questions of academic matters affecting more than one School. Such meetings shall be held at least once a month at mutually convenient times. Proposals of the College Executive Committee may include majority and minority reports which shall be sent to the appropriate administrative officials.

(d) Implementation. In each case where the appropriate administrative officials fail to implement proposals received from an Executive Committee, a written statement setting forth the substantive reasons which compelled them to take such course of action, will be supplied to the Executive Committee. The appropriate administrative officials shall provide such written statement within 45 days after the proposal is submitted during the period from September 1 through May 31 and 60 days after the proposal is submitted during the period from June 1 through August 31.

(e) Timeliness. The parties agree that the problems and proposals considered through the governance procedures herein shall be processed as expeditiously as circumstances permit. The Executive Committees shall respond to the proposals of the appropriate administrative officials within 45 days after the proposal is submitted during the period from September 1 through May 31 and 60 days after the proposal is submitted during the period from June 1 through August 31. The timetable for consideration of a problem or a proposal may be altered by mutual agreement of the relevant Executive Committee or Committees and the representatives of the College. Failure to adhere to an agreed upon deadline shall permit the College to implement a policy proposal in cases

of proposals initiated by representatives of the College, or permit the AAUP to institute a grievance in the case of a proposal initiated by the relevant Executive Committee or Committees.

ARTICLE XII

PERSONNEL FILES

1. Location of Files - Personnel files for all members of the bargaining unit shall be kept in the offices of the Vice President for Academic Affairs.

2. Contents - The contents of these files will be restricted to correspondence or documents received from the member of the bargaining unit or to correspondence or documents of which the bargaining unit member has received a copy.

3. Availability to Bargaining Unit Members - Each bargaining unit member may inspect his/her personnel file at the office of the Vice President for Academic Affairs by appointment on reasonable notice. The bargaining unit member may not remove any materials from these files but may obtain copies of any part or all of the material contained in his/her personnel file upon payment of the cost of reproduction thereof.

4. Access to Contents - Each personnel file shall only be available to the named bargaining unit member to whom it relates, the appropriate members of the administration for relevant and pertinent information in applicable situations or Trustees of the College in appropriate or applicable circumstances.

5. Any other files or records including pre-appointment files, containing information about bargaining unit members shall be maintained on a confidential basis and shall not be accessible to the bargaining unit member involved or to any committee or individuals for the purposes of reappointment, evaluation, promotion, tenure, or discipline, suspension, or discharge.

6. In the event a member of the bargaining unit requests, in writing, that any item or items be deleted from such bargaining unit member's personnel file, and if the College agrees to such deletions, each item or items shall thereafter be deleted.

ARTICLE XIII

RETENTION OF FACULTY

1. The need to reduce the size of the faculty because of bona fide financial exigency or the demonstrated need to eliminate or curtail programs or courses of instruction shall be determined in accordance with the academic governance procedures provided in this Agreement. Reduction shall take place on the following basis:

(a) Reduction shall first take place in the affected Department (or Discipline in a multi-Disciplined Department) and among part-time faculty, then faculty retained beyond the normal age of retirement, then non-tenured faculty provided that any such faculty members retained shall be academically qualified to teach courses and programs remaining. Guidelines for such reductions shall be made by the appropriate Executive Committe, either the School Executive Committee or the College Executive Committee, as may be appropriate, together with the appropriate representatives of the administration in accordance with the academic governance procedure set forth herein, and such guidelines will give due consideration to the needs of the Department and Rider College, including the academic integrity of the Department's programs and its relation to other Departments and programs of the School and of the College. Within such guidelines, the Department shall then meet and make a recommendation to the Executive Committee as to the particular manner in which a reduction shall be effected. The Department shall give due consideration to the value of various faculty members to the Department or discipline as well as to Rider College. The Department shall fully document and substantiate its assessment of the academic qualifications of both the faculty members to be

retained in the particular Department or Discipline, as well as those proposed for lay-off. The Executive Committee and the appropriate representatives of the administration shall evaluate the extent to which the departmental recommendation fulfills the guidelines specified. If the Executive Committee determines that the departmental recommendation is not consistent with such guidelines or lacks adequate documentation, it shall remand the matter to the Department for a revised recommendation. However, such a remand procedure shall not serve to extend the time limits beyond two (2) weeks within which the Executive Committee is required to process a proposed reduction, provided that any such extension of time shall automatically extend the dates of notification required in paragraph (e) below by the same number of days as said extension granted herein.

In the event the Department fails to render a documented recommendation within the time limits established or otherwise fails to fulfill its responsibility hereunder, the Executive Committee shall proceed to act together with the appropriate representatives of the administration to describe the manner in which the reduction should occur in accordance with the academic governance procedures set forth elsewhere herein.

If the appropriate Executive Committee and representatives of the administration are in agreement with the departmental recommendation, any lay-offs which may result shall be implemented in accordance with the academic governance procedures provided for elsewhere herein.

Any disagreements between the Executive Committee and the appropriate representatives of the administration shall be resolved in accordance with the academic governance procedures provided for elsewhere herein.

(b) After the reduction pursuant to paragraph (a) above, any further reduction shall then take place among tenured faculty. The provisions of paragraph (a) shall also apply when not in conflict with this section. Such reduction shall be in the affected Department (or Discipline in a multi-Discipline Department) and shall be on the basis of seniority except where a less senior tenured faculty member must be retained for compelling reasons, namely, where

members are not academically qualified to teach remaining courses. In such event, the next least senior tenured member in the Department or Discipline shall normally be laid off.

The Department shall meet and prepare a carefully documented recommendation as to the manner in which such reduction shall be effected. Such recommendation shall then be forwarded to the appropriate Executive Committee or Committees for consideration together with the appropriate representatives of the administration pursuant to the academic governance procedures provided in this Agreement.

In the event that a proposed reduction contemplates a reduction hereunder other than on the basis of seniority, the faculty member or members to be laid off may appear before the Executive Committee and the appropriate members of the administration prior to such committees' action on the departmental recommendation. If the Executive Committee determines that the departmental recommendation is not adequately documented, it shall remand the case to the Department for a revision. Such a procedure shall not extend beyond two weeks the time limits established for the Executive Committee's action on the specific proposal provided that any such extension of time shall automatically extend the dates of notification required in paragraph (e) below by the same number of days as said extension granted herein.

(c) Prior to the termination of employment of any tenured faculty member pursuant to paragraph (b) above, consideration shall be given to extending the tenure of such faculty member to other areas either in the same School or in another School of the College. Such extension of tenure shall not be granted unless the faculty member is academically qualified to teach in such other Department or School, nor shall such extension of tenure be granted if, as a result thereof, any other faculty member with greater seniority in the other Department or School shall be terminated as a result thereof. A conclusion as to whether a particular faculty member is academically qualified to teach in a particular Department shall be made through the academic governance procedure set forth

herein. The appropriate Executive Committee shall seek a recommendation from such Department as to the faculty member's academic qualifications and shall thereafter follow the academic governance procedure set forth herein.

(d) In the event the program or position which is being reduced or eliminated is reactivated or reinstated within a period of three years, a tenured faculty member whose services were terminated pursuant to the procedure set forth hereunder, shall be reinstated in order of seniority. In order to be entitled to such reinstatement such faculty member shall be required to make an annual written request to the College for reinstatement or reactivation, which written request shall also set forth the faculty member's address to which notification of reinstatement may be sent. A copy of such annual request shall also be forwarded by the faculty member to the AAUP. The College shall give reasonable notice of any such offer of reinstatement or reactivation to the faculty member at the address contained in his last request, or, if prior to the receipt of any such request, to the address contained in the College's records for such faculty.

(e) Except in cases of compelling financial exigency, full-time faculty terminated in accordance with the procedure specified above shall receive notice as set forth in Article IX of this Agreement.

(f) No bargaining unit member shall be terminated by reason of teaching by any non-bargaining unit member or members.

2. Seniority of a full-time tenured faculty member shall be based on the date of initial appointment as a full-time faculty member at Rider College. For the purpose of computing seniority, authorized leaves of absence, either full or part-time, from the College, for personal or professional reasons shall be counted as years of service provided that no more than three years of such leave shall be counted. Tenured members of the bargaining unit who have engaged in other service at the College shall have such period of other service at the College treated as if it were for an authorized leave of absence with no time restrictions on years so counted.

3. Reductions in the size of the faculty resulting from attrition such as retirement, resignation, leaves of absence, or other forms of nonrenewal of faculty shall be excluded from the provisions of this Article. However, such staffing reductions shall be brought to the attention of the appropriate Executive Committees for consideration in accordance with the academic governance procedures provided in this Agreement.

ARTICLE XIV

PROFESSIONAL LIBRARIANS

1. Description of Professional Ranks

The College shall recognize two ranks of professional librarians. The first rank shall be composed of Associate Librarian for Circulation, Associate Librarian for Reference, Associate Librarian for Acquisitions, and Associate Librarian for Cataloging. (Library Staff I) The second rank shall be composed of all other professional librarians and shall be given appropriate titles such as Cataloger, Reference Librarian, and Art Librarian. (Library Staff II)

2. Tenure of Professional Librarians

The tenure committee for professional librarians shall consist of the Academic Vice President and Provost, the Associate Provost, the College Librarian, three tenured professional librarians selected by the professional library staff, and the standing member of the bargaining unit selected to serve on the College Promotion and Tenure Committee. To be eligible for tenure, a professional librarian must possess a master's degree in library science, demonstrated performance and professional contributions to the library, and demonstrated value in contributing to the operation of the library.

A candidate for tenure as a professional librarian may initiate the process of evaluation in the fourth year of service seeking an award of tenure for the fifth year, except that no professional librarian with prior college or university experience shall apply for tenure prior to his third

year of service at Rider College. In the event such an application is denied, the candidate may not re-apply for tenure until the expiration of an additional year of service at Rider College. In the event a second or subsequent application for tenure is denied, a candidate may only make further application for tenure at the expiration of a three-year period after such denial, or, if the candidate is nominated for tenure by the College Librarian.

Except as described above, the other applicable procedures described in Article VI shall apply to tenuring of professional librarians including timetables and procedures for appeals.

3. *Retention of Librarians*

The need to reduce the size of the professional library staff because of bona fide financial exigency or the demonstrated need for innovations and/or curtailment of services or programs in the Rider College Library shall conform to the process described in Article XIII.

4. *Dismissal of Non-Tenured Members of the Professional Library Staff*

In the event that a determination shall be made by the College Librarian that services of any non-tenured member of the library staff shall be terminated, the Academic Vice President shall notify such member of the library staff of such determination. Such member of the library staff may, not later than 21 days after such notification, request, in writing, that he be furnished with a written statement giving the substantive reasons for such determination and within seven (7) days thereafter, such written statement shall be furnished to him. Such member of the library staff may file a written response to such statement with the Office of the Academic Vice President within fourteen (14) days after receipt of such written statement. Such statement of the library staff member shall be duly presented to the Board of Trustees at its next meeting. The Board of Trustees shall carefully consider the statement from the library staff member and reach a final determination as to whether the decision to terminate shall be upheld.

The following period of notice under this sub-section shall be given by the College in the event of termination:

In the event of a termination under this subsection, the College shall give two years notice of such termination, where the terminated library staff member has seven or more years of service to the College, otherwise the standards of notification in Article IX shall prevail.

5. *Executive Committee for Professional Librarians*

An Executive Committee for Professional Librarians will be elected by the professional library staff. It will consist of two members of the professional library staff to be elected for two year terms. Its responsibilities will include: convening the professional library staff at times which do not interfere with the working hours of any professional librarian, meeting with the College Librarian in matters affecting the library, and representing the library on the College Executive Committee when it is considering matters concerning the library.

ARTICLE XV

PROFESSIONAL ATHLETIC STAFF

1. *Committees*

a. Faculty and administrative membership of the Athletic Council (Statutes, Article II) shall be altered to include four members of the administration chosen by the College and four members of the bargaining unit appointed by the AAUP at least two of which shall be members of the professional athletic staff.

b. Two members of the professional athletic staff shall serve as ad hoc members of the College Executive Committee, as defined in Article XI ("Academic Governance") on all matters pertaining to the staffing of athletic programs (excluding, of course, the positions of Director and Assistant Director of Athletics).

When such professional athletic staff members have occasion to meet with the College Executive Committee, the Director of Athletics shall join the meetings

referred to in Subdivision "c", Article XI ("Academic Governance").

2. The need to reduce the size of the professional athletic staff because of bona fide financial exigency or the demonstrated need for innovations and/or curtailment of athletic programs or services shall be determined in conformity to the process described in Article XIII recognizing the seniority, by date of appointment, of the professional athletic staff.

No full-time bargaining unit member of the professional athletic staff shall be terminated by reason of the enlargement of duties of any person employed by the College who is not a member of the professional athletic staff.

3. The procedures specified in Article VII ("Appointments") shall apply to the hiring of professional athletic staff members.

4. The procedures specified in Article IX ("Annual Reappointment and Non-Reappointment of Non-Tenured Bargaining Unit Members") shall apply to the annual reappointment of members of the professional athletic staff.

5. In the event that a determination shall be made by the Director of Athletics that services of any member of the professional athletic staff shall be terminated, either during the term of the appointment or after ten years' service to the College, the Academic Vice President shall notify such member of the professional athletic staff of such determination. Such member of the professional athletic staff may, not later than 21 days after such notification, request, in writing, that he be furnished with a written statement giving the substantive reasons for such determination and within 7 days thereafter, such written statement shall be furnished to him. Such member of the professional athletic staff may file a written response to such statement with the office of the Academic Vice President within 14 days after receipt of such written statement. Such statement of the professional athletic staff member shall be duly presented to the Board of Trustees at its next meeting. The Board of Trustees shall carefully consider the statement from the professional athletic staff member and reach a final determination as to whether the decision to terminate shall be upheld.

6. The following periods of notice shall be given by the College in the event of termination hereunder:

a. For members of the professional athletic staff with less than seven years of service, the standards of notification for reappointment specified in Article IX ("Annual Reappointment and Non-Reappointment of Non-Tenured Bargaining Unit Members") apply.

b. For members of the professional athletic staff with seven or more years of service, two years notice shall be given.

7. Members of the professional athletic staff shall be eligible for promotion from Athletic Staff II to Athletic Staff in accordance with the following requirements, procedures, and timetable.

Requirements:

1) A Master's Degree in an appropriate area,
2) A minimum of five years service at Rider,
3) Effective performance in the following areas shall be required:

   a. Contributions to the entire program of the Athletic Department and the College community,
   b. Demonstrated leadership in sportsmanship, ethical standards, human development, and positive contributions to the College's standing in the community,
   c. Documented evidence of professional growth.

4) Consideration shall also be given to:

   a. Recruitment activities involving prospective students, parents, counselors, school officials,
   b. Speaking engagements and sports public relations,
   c. Membership and participation in community organizations.

Procedure

An athletic staff member shall apply for promotion by submitting his documented credentials to the Director of Athletics. The Director of Athletics shall prepare a written response to this application, specifying the reasons for supporting or not supporting the application. The applicant shall have the opportunity to meet with the Director of Athletics and to prepare a written response to the Director's evaluation. The Director of Athletics shall forward his evaluation of the candidate along with all credentials and written statements from the candidate to the Vice President for Academic Affairs. The Vice President for Academic Affairs shall review all the written reports and shall make a decision concerning the promotion. If the decision is negative, the candidate shall have the right to an interview with the Vice President for Academic Affairs.

Timetable

Candidates may apply for promotion in the Spring Semester of their fifth year, or thereafter. If the application is rejected two successive years, the applicant must then wait for the expiration of a three-year period before reapplying, or be nominated for promotion by the Director of Athletics.

8. A member of the professional athletic staff assuming responsibilities of a head coach who formerly had assumed no head coaching responsibilities shall receive a minimum of one and one-half times and a maximum of two and one-half times the annual increment for which the professional athletic staff member would otherwise have been eligible.

ARTICLE XVI

EVALUATION

1. All evaluations relating to reappointment of non-tenured faculty, professional library and professional

athletic staff, promotion, tenure and retention shall be conducted in accordance with the articles on Reappointment, Promotion and Tenure, and Retention of Faculty contained in this Agreement.

2. The College may evaluate the effectiveness and efficiency of the College, its Schools and Departments, including the Library and athletic programs, in accordance with the pertinent provisions of the academic governance procedure provided elsewhere in this Agreement.

3. The College and its faculty have a mutual concern and desire to continually seek to maintain and enhance the professional stature of the teaching and the quality of education at Rider College. In order to pursue these mutual objectives, evaluations to improve or develop the professional performances of individual bargaining unit members or other persons engaged in classroom teaching at Rider College shall be undertaken. Such evaluations shall be initiated at the departmental level. Each Department shall adopt the procedures for compiling a written evaluation of the individuals in the Department. Such written evaluations may include relevant information supplied by the individual and/or other Department members. The written evaluations shall be forwarded to the appropriate Dean and shall be placed in the individual's personnel file. Upon receipt thereof, appropriate academic administrators within the particular School shall prepare evaluations of such individuals, giving due deference to the written evaluations received from the Department. Such evaluations shall also be placed in the individual's personnel file. In the event that the Department shall fail to submit the written evaluation called for herein, the appropriate academic administrators may proceed to prepare a written evaluation of such individual, which shall be placed in the individual's personnel file. The individual shall receive copies of all such evaluations from the source of such evaluations and shall be entitled to reply to any such evaluations in writing and have such written reply placed in his personnel file. The individual shall be entitled to an interview with the appropriate academic administrators to discuss any such evaluations prior to the placement of any such evaluations in the personnel file. A request for such an interview must be made in writing to the appropriate academic administrators within ten days of such individual's receipt of the aforesaid evaluation.

4. An evaluation of courses of instruction involving a survey of students enrolled in such courses shall be undertaken in an orderly and professional manner by the appropriate Departments. Appropriate revisions of the survey instrument may be accomplished in accordance with the academic governance procedure set forth in this Agreement. Until such revisions have been accomplished, the most recent survey instrument (instrument utilized Spring semester, 1974) shall be utilized. The College will tabulate and compile the results and provide these results to the appropriate faculty member.

ARTICLE XVII

PAST PRACTICES

This article is intended to deal with matters not specifically referred to in other provisions of this Agreement. Except as modified by this Agreement, past practices and policies in effect at the date of the execution of this Agreement, which affect terms and conditions of employment and which are set forth in the Bylaws and Statutes, shall be continued in effect. Substantive past practices and policies affecting terms and conditions of employment which are not set forth in the Bylaws and Statutes, shall also remain in effect, except as modified by this Agreement. For the purpose of this Article, substantive practices shall be defined according to factors such as the impact on the number of bargaining unit members affected and/or the inherent quality of such policies or practices. If the continuation of any such practices or policies shall entail substantially increased expenditures, then the parties will attempt to resolve any disagreement concerning the continuation of such practices or policies, pursuant to the grievance procedures specified in this Agreement. In the event that such resolution cannot be arrived at through the grievance procedures, then the matter shall be determined by arbitration, as provided by this Agreement. In reaching a determination of such an issue, the arbitrator shall balance the amount of substantially increased expenditures with the impact upon the unit member or members. In the event such arbitrator shall determine that the benefit of continuation of such past practice and policy shall outweigh such increased expenditure, he shall direct its continuation.

In the event that he shall determine that such benefit does not justify the increased expenditure, he shall direct that such past practice or policy need not be continued in effect; or he may direct an alternative solution to the issue. In addition, a contention by AAUP that a substantive past practice or policy affecting terms and conditions of employment has not been continued in effect in violation of this Article may be processed under the grievance procedures including arbitration specified in this Agreement, even if continuation of such past practice or policy does not involve substantial expenditures of monies by the College.

ARTICLE XVIII

MANAGEMENT RIGHTS

The authority and right of the Board of Trustees to govern the affairs of the College except as modified or limited in this Agreement, is recognized by the AAUP. All management rights and functions, except those which are changed or modified by this Agreement, shall remain vested in the Board of Trustees. The powers and duties of the Board of Trustees under the laws of this State and the Charter granted to this College shall not be impaired or limited, except as may be set forth in the provisions of this Agreement.

ARTICLE XIX

AGENCY RIGHTS

1. *Association Security: The parties recognize that this is an agency-shop agreement, and in accordance with such it is understood that each full-time unit member who is not a member of the AAUP shall, nevertheless, 30 days following commencement of employment or the execution date of this Agreement, whichever is later, be required to contribute to AAUP as representation costs, an amount equivalent to such dues as are from time to time authorized, levied and collected from the general membership of AAUP. Unit*

members who are not members of AAUP and who file an affidavit with the College, together with a copy thereof with the AAUP to the effect that such individuals conscientiously object to participation in and support of collective bargaining activities on their behalf, shall be fully exempt from all requirements in this article.

2. Enforcement: The parties recognize that the failure of any full-time member of the bargaining unit to pay his dues or his representation costs as aforesaid, to AAUP, shall be deemed just and reasonable cause for the termination of such individual's employment. Procedure to be followed in the event of a violation of the requirements of this article shall be as follows:

A. The AAUP shall notify the full-time member of the bargaining unit of non-compliance with the terms of this article by certified mail, return receipt requested. Said notice shall state the fact of non-compliance, shall quote the language and terms of this article, and shall advise such individual that a thirty-day period will be afforded for compliance. In addition, such notice shall indicate that failure to effect compliance within such thirty-day period may result in a request being filed with the College by AAUP for the termination of such individual's employment.

B. In the event that such full-time member of the bargaining unit, after receipt of the aforesaid notice and the expiration of such thirty-day period shall fail to comply with the requirements of this article, the AAUP shall notify the College of such failure, in writing. The College shall then send a letter to such non-complying full-time member of the bargaining unit, terminating his employment. Such termination shall observe the standards of notification for other terminations referred to elsewhere in this Agreement. The AAUP agrees to indemnify and hold harmless the College against any and all expense, liability, damage, or loss, including attorney's fees, resulting from a termination under this Article, which termination is found to be wrongful by reason of any action or failure to act by the AAUP.

3. Dues Check-Off: The College will deduct from the salary of all full-time members of the bargaining unit AAUP

dues or representation costs, as aforesaid, required to be paid by such full-time members of the bargaining unit upon the condition that AAUP furnish the College in due and proper form in conformity with the provisions of the Taft-Hartley Act and amendments thereto, authorization cards, in writing, duly executed by the full-time members of the bargaining unit permitting such deductions. Such deductions shall be made from the salary check due each such full-time member of the bargaining unit each month when dues or representation costs are due, and the College shall remit same to the AAUP no later than fifteen (15) days after the date of such deduction.

ARTICLE XX

GRIEVANCE AND ARBITRATION PROCEDURE

(a) Purpose - The purpose of the Article is to provide a prompt and efficient procedure for the investigation and resolution of grievances as defined herein.

(b) Definition - A grievance may be an allegation by either the AAUP or the College that there has been a breach, misinterpretation or improper application of the terms of this Agreement. Except as set forth in subdivision (d), the grievance procedure provided for herein shall not include any complaints relating to appointments, reappointments, annual evaluations, academic governance, promotion and tenure, provided, however, that either party to this Agreement may file a complaint in the areas mentioned previously, solely on the basis that due process under the procedures set forth elsewhere herein with regard to appointment, reappointment, annual evaluations, academic governance, promotion and tenure, has not been followed. In such cases, the Arbitrator's jurisdiction shall be limited to a determination including appropriate remedies, as to whether the procedures called for herein have been adhered to so that due process as required under this Agreement shall not be violated.

(c) Grievance Procedure - Grievances may be filed by the AAUP on behalf of any member or group of members of the bargaining unit, or by the College. A written grievance

by the AAUP must be filed in duplicate with the Dean or the Associate Dean of the respective School, the Vice President for Academic Affairs and Provost or the Associate Provost, or, in the case of the Library and Athletic Department, with the College Librarian or the Director of Athletics, or, in the case of a grievance by the College, with the President of the AAUP or other officers of the AAUP, within fourteen (14) calendar days after the event or state of facts giving rise to the grievance becomes known to the grieving party. However, in all cases the initiation of a grievance must be filed within ninety (90) calendar days after the occurrence of the facts upon which it is based.

The parties agree that legal counsel shall not attend any grievance meetings involving Steps 1 through 3. The aggrieved bargaining member(s) need not attend any of the meetings provided for herein.

Step One - The grievance must be stated in writing setting forth the basis therefor and the relief requested. A meeting regarding the grievance will be held within fourteen (14) calendar days from the date of filing of the grievance, between the bargaining unit member or members involved and a representative of the AAUP, and a representative designated by the College from the affected School, library or athletic staff. A decision shall be rendered in 7 days and the AAUP shall have 7 days thereafter to appeal to Step 2.

Step Two - If the grievance has not been settled at Step 1, then within fourteen (14) calendar days after the Step 1 meeting has taken place, a meeting shall be held between the bargaining unit member or members involved and a more senior representative of the College from the affected School. A decision shall be rendered at Step 2 within seven days after the Step 2 meeting and the AAUP shall have 7 days thereafter to appeal to Step 3. Step 2 shall be omitted in the case of professional librarians and professional members of the athletic staff.

Step Three - If the response to Step 2 does not resolve the grievance, it may be appealed to the third step to the Vice President for Academic Affairs, by either side within seven (7) calendar days after the Step 2 decision has been rendered, and the Step 3

meeting shall be held within seven (7) calendar days after written notice of appeal from Step 2 has been delivered. The meeting at the third step of the grievance procedure shall include the Vice President for Academic Affairs of the College, the Dean, or their designees, and such other representatives for the College as the Vice President for Academic Affairs may designate, representatives of the AAUP, and the bargaining unit member or members involved.

Step Four - If the grievance is not resolved at Step 3, then within fourteen (14) calendar days after the determination reached at Step 3, which determination shall be rendered within fourteen (14) calendar days from the date of such meeting, either party may request arbitration with the American Arbitration Association in accordance with its procedures then in effect. The parties shall bear equally the costs of such arbitration; however, each party shall bear its own costs for counsel fees, witness fees, and transcripts, if any. There shall be no outside arbitration with regard to issues arising in connection with appointment, reappointment, annual evaluation, academic governance, promotion and tenure, except as provided in paragraph (b) alleging violation of the procedural requirements assuring due process as set forth under the appropriate sections of this Agreement or as provided in subdivision d. In the event either party to this Agreement alleges a violation of Article XXI ("No Strike, No Lockout"), or alleges immediate irreparable injury to its interests, the aggrieved party may waive Steps 1 through 3 and proceed immediately to arbitration before the American Arbitration Association. By mutual consent of the AAUP and the College in writing, any one or all of the steps provided for herein (except Step 4) may be waived, and the grievance may be submitted directly to arbitration in accordance with Step 4.

In the event any disciplinary action is taken by the College with respect to any of the members of the bargaining unit through suspension or discharge, such action may be reviewed in accordance with the grievance procedure set forth herein, including the arbitration referred to in Step 4. However, the grievance procedure, including the arbitration provisions hereunder shall not be applicable to reductions in staff which are not a result of disciplinary action by the College, provided,

however, that the issue of due process in following the procedures set forth in the appropriate sections of this Agreement regarding reduction in staff may be submitted to arbitration and the arbitrator's jurisdiction in such cases shall be limited to rectifying any alleged violation of due process in that the procedures required hereunder were not adhered to. The decision of the arbitrator shall be final and binding on the parties. However, the arbitrator may not alter, modify, add to, or change the terms of this Agreement.

(d) Application of Grievance Procedure - It is understood and agreed that AAUP may utilize the full grievance procedure provided for herein with respect to action by the Board of Trustees which AAUP claims is violative of the requirement that the Board of Trustees not arbitrarily substitute its judgment for properly documented recommendations submitted to the Board of Trustees in connection with Promotion and Tenure pursuant to Article VI. However, no such grievance may be filed unless the bargaining unit member in question has requested written reasons from the Board of Trustees for its decision or unless such reasons have otherwise been furnished pursuant to Article VI. Moreover, no such grievance may be filed on the basis that any recommending body has arbitrarily substituted its judgment for the properly documented recommendation of another body. No such grievance may be filed in the event of denial of promotion and/or tenure unless the bargaining unit member in question has completed an appeal to the Trustees Appeals Committee.

In the event of such a grievance, the arbitrator's authority shall, in all events, be limited with respect to a remedy, to remanding the matter to the Board of Trustees for redetermination. In no event may an arbitrator direct the granting of tenure or the awarding of a promotion.

ARTICLE XXI

NO STRIKE: NO LOCKOUT

The AAUP, its officers, agents, affiliates, members and employees agree that, so long as this Agreement is in

effect, there shall be no strikes, slowdowns, stoppages of work, concerted efforts not to meet classes, boycotts, or any other concerted acts that interfere with the normal operations of the College. During the term of this Agreement, there shall be no lockout of the members of the AAUP by the College. Any violation of the foregoing may be made the subject of a disciplinary action, including discharge or suspension, and this provision shall not be by way of limitation to any other remedy under law for such violation.

ARTICLE XXII

GENERAL WORK CONDITIONS

(a) Keys. Upon written request, the College shall provide each of the faculty or members of the professional athletic staff with a key to the building in which such person's office is housed. Said key must be returned upon termination of employment with the College.

(b) Offices. The College shall provide each full-time faculty member or full-time member of the professional athletic staff with suitably equipped office space and the necessary supplies for such person's work, provided that in no event during the term of this Agreement shall there be a reduction in the total number of offices assigned to bargaining unit members, although the number of offices shall not exceed the number of full-time faculty members and full-time members of the professional athletic staff. The parties both recognize the desirability of providing each full-time faculty member or full-time member of the professional athletic staff with a private office near his professional colleagues. The College shall furnish a list of all office assignments to the AAUP.

(c) Parking. The College shall maintain parking areas without charge during the term of this Agreement for members of the bargaining unit. Reasonable efforts shall be made by the College to provide such parking areas reasonably near the buildings in which bargaining unit members perform their professional duties.

(d) Dining Facilities. The College shall make reasonable efforts to maintain the faculty dining room as a dining facility for use by members of the bargaining unit and other employees of the College during periods of regular College activity.

(e) Secretarial Aid. The College shall make reasonable efforts to provide adequate secretarial services for the bargaining unit members of each Department.

(f) College Equipment and Service.

(i) Each member of the bargaining unit shall have adequate access to duplication equipment, postal service and telephones for College business. AAUP shall pay for any labor or supplies required in connection with duplicating services for AAUP matters.

(ii) The College shall provide access to appropriate computer equipment, as available, and to such software that has been developed for academic purposes and not for the College's own purposes. The College shall make reasonable efforts to provide assistance to the faculty in the development and preparation of programs.

(iii) College vehicles may be used by members of the bargaining unit in fulfillment of their professional responsibilities, when available, provided that requests for reservations of the use of such vehicles are made in advance and approved by the College. For any use of a private vehicle by a bargaining unit member, which use is approved by the College, such member shall be reimbursed at the rate of 15¢ per mile.

(g) Faculty Benefit Information. The College shall distribute to each member of the bargaining unit a copy of this Agreement and shall distribute a summary of fringe benefits available to full-time faculty members which summary shall be prepared by the AAUP and agreed to by the parties. In addition, the College shall provide 100 copies of the Agreement to the AAUP.

(h) December Pay Check. The College shall provide the December pay check on or before December 15, whenever practicable, provided that all final grades are in and the semester's work is completed.

ARTICLE XXIII

OPEN CLASSROOM

The parties acknowledge that the activities of the classroom are an integral part of the teaching-learning process and constitute a significant aspect of the professional role of the faculty member. Persons holding academic rank at Rider College or members of the Board of Trustees shall be welcome to visit classes and such visitors shall observe the professional courtesies and amenities of the academic environment and shall always honor the integrity of the classroom.

ARTICLE XXIV

WORK LOAD

1. The work load of each Department, as required under this Article, shall be planned in advance so that the Department and its members can provide for the student credit hours for courses offered throughout the day and evening for each semester and the interim term as may be required. In the case of the full-time members of the bargaining unit, such planning shall be initiated by the Dean, who shall present to the Department the anticipated student credit hour requirements and the full-time-equivalent faculty needed to meet the anticipated requirements. The total departmental student credit hours required are not subject to revision by the Department and any revision of student credit hours shall require the final approval of the Dean. In the case of the part-time members of the bargaining unit, both parties agree that it is desirable to invite such individuals to Department meetings concerned with course scheduling or to con-

sult such individuals as to preferences for courses and scheduling. In the case of the teaching assignment of a Department Chairman, the Dean shall carefully consider the recommendation of the Department as well as the non-teaching responsibilities of the Chairman in making a determination as to the teaching assignment of the Department Chairman. Departmental requirements may also include research, thesis supervision, supervision of student teaching, individual student projects, and supervision of independent study programs by students, as may be appropriate. All such activities will be considered by the Department in assigning an individual bargaining unit member's work load commitment. The Dean or his representative shall be available to meet with the Department to discuss such anticipated requirements. The Department shall then prepare and submit a proposed staffing plan for fulfilling such requirements. The Dean shall consider suggestions as to full-time-equivalent faculty required and shall make the final determination in that regard. The Dean shall support a well-documented staffing plan and/or well-documented proposed revisions of the work load which effectively and fairly utilizes the professional competencies of the Department. At least seven days before the presentation of the anticipated requirements, the Dean or his representative shall request the Department to convene a meeting to consider a work load plan. Failure to return such a plan to the Dean within ten working days of the Department's receipt from the Dean of the anticipated requirements, as aforesaid, will leave the staffing plan to the discretion of the Dean.

2. The required teaching load of a full-time bargaining unit member shall not exceed 24 classroom contact hours in an academic year. The teaching load of a full-time bargaining unit member, who teaches a graduate school course or courses, shall not be required to exceed 9 classroom contact hours for the semester during which such graduate school course or courses are taught. No full-time member of the bargaining unit shall be required to teach classes on a given day which classes extend from the beginning of the first class to the end of the last class for a period in excess of 9 hours. All full-time members of the bargaining unit shall be eligible to apply for compensated overload or assignment for teaching during special sessions at the then prevailing overload rates and assignments for compensated overload shall be made by the College.

3. Each full-time faculty member, in addition to the foregoing, shall be required to advise students as assigned by the Dean or Department Chairman; to attend scheduled meetings of the Department, School, or College, including Commencement and convocation; to provide accurate and timely reports as requested by the College concerning student enrollment and performance; and, in accordance with prevailing policies and practices, shall arrange and schedule office hours at times reasonably convenient to students; assist in registration and orientation during the academic year; advise student organizations; advise co-curricular activities; and perform other college service agreed upon by the faculty member, Department Chairman, and Dean.

4. No full-time member of the bargaining unit shall be required to teach more than four different courses and one Interim Semester Project, or alternatively, more than five different courses during an academic year. Each such member of the bargaining unit shall file written course and project syllabi with the Dean. No full-time member of the bargaining unit shall be required to teach more than three different courses during a single academic semester.

5. Persons without faculty rank and status shall not be permitted to offer courses for degree credit at Rider College.

6. Those full-time members of the bargaining unit who were appointed to the faculty of the School of Business Administration where such appointment became effective prior to September 1, 1969, and who have taught for at least three of the six semesters commencing September, 1973, and extending through June, 1976, during the evening for compensated overload, shall receive an increase in their base salary equal to the prevailing overload rate of pay for one three hour course as of June 1, 1976. Such increase shall be based on the rank of the particular member of the bargaining unit as of such date and shall be effective September 1, 1977.

The foregoing salary increase shall represent a one-time permanent adjustment in base salary resulting from the desire of the parties for the School of Business Administration to achieve accrediting by the American Assembly of Collegiate Schools of Business, the national accrediting agency for schools of business in higher education. Since one of the accrediting standards of the Assembly requires that full-time

faculty members of the School of Business Administration not teach more than 12 student credit hours per semester, it is understood that faculty in the School of Business Administration will no longer have the opportunity to teach on an overload basis, effective September 1, 1977.

7. A member of the bargaining unit who serves on the College Executive Committee or who serves as a Chairman or Secretary of a School Executive Committee, as well as the standing member of the Promotion and Tenure Committee (excluding the Chairman and Secretary of the Evening School Executive Committee and further excluding the member of the College Executive Committee from the Evening School Executive Committee, and excluding Library and Professional Athletic staff) shall receive either a three hour reduction in his required classroom teaching load per semester or an annual $400 compensation for a year's service. The three hour reduction in required classroom teaching load per semester shall apply under the following circumstances:

(a) The identity of such persons shall be communicated in writing to the College by December 15 of the year preceding the school year during which such persons are to serve;

(b) The Department of such persons shall be advised by the Dean of such anticipated service by a departmental member, and shall consider the effect of the proposed classroom teaching work load reduction on the Department. The Department shall make a recommendation to the Dean as to whether a reduced work load or compensation shall be provided for such individual, and the Dean shall make a final determination;

8. The President of the AAUP, one grievance officer of the AAUP and, during the final semester of this contract, the Chief Negotiator of the AAUP shall receive a reduced classroom teaching load of three hours per semester subject to the following conditions:

(a) The identity of such persons shall be communicated in writing to the College by December 15 of the year preceding the school year during which such persons are to serve;

(b) No more than one member of a Department shall be eligible for reduced load hereunder.

9. In no case shall any individual bargaining unit member's work load be reduced by more than three hours in any one semester for any reason or reasons. Persons whose classroom teaching load has been reduced because of graduate level teaching shall be eligible for the compensation described in Paragraph 7 of this Article.

ARTICLE XXV

OUTSIDE EMPLOYMENT

The parties recognize that the primary professional responsibilities of members of the bargaining unit who are employed on a full-time basis are to Rider College. Outside employment which will improve the professional competence of such unit member and/or serve the community and which does not interfere with Rider College professional responsibilities will be encouraged by the appropriate Dean, College Librarian, or Director of Athletics. However, all outside employment of the following nature shall be reported, prior to its commencement, to the Dean, College Librarian or Director of Athletics: commitments equivalent to one full day during a normal work week for more than four weeks or any rendering of professional services similar to those performed at Rider College, at another institution of higher education.

If the Dean, College Librarian or Director of Athletics determines that such outside employment impinges upon or conflicts with the individual's professional responsibilities to Rider College, or competes with the services offered by Rider College, he may direct such individual to refrain from engaging in such outside employment, provided such a determination shall not be arbitrary. Such a determination may be grievable pursuant to Article XX ("Grievance and Arbitration Procedure") set forth elsewhere in this Agreement. However, pending a determination of any such grievance, such individual shall be required to refrain from engaging in such outside employment.

Copies of all reports concerning outside employment shall be filed by the individual member of the bargaining unit with the AAUP and any determination in response to such

report shall also be filed with the AAUP by the appropriate Dean, College Librarian or Director of Athletics.

Outside employment which does not involve the rendering of professional services similar to those performed at Rider College, and which occurs either during the summer period or during a vacation period (but not during the ISP period) need not be reported, as aforesaid, unless the member of the bargaining unit in question is teaching at Rider College during such summer period in which case such outside employment must be reported, as aforesaid.

ARTICLE XXVI

RIDER COLLEGE PATENT POLICY

I. Rider College has as its primary mission teaching and research and the unrestricted publication and use of the results of such research. The College, however, realizes that research of its faculty and students and staff may result in inventions or discoveries which should be protected for one of the following reasons:

1. *To promote the development of useful articles or processes which, because of prohibitively high costs involved, could not be adequately developed without patent or other protection.*

2. *To fulfill terms of a research contract with sponsoring agencies.*

3. *To encourage invention and insure adequate reward for the inventors.*

4. *To augment research facilities and research funds from the College's share of income derived from inventions or discoveries.*

The intent of the following Patent Policy is to be consistent with this philosophy.

II. Establishment of Faculty Research and Patent Committee

Authority to implement this Patent Policy and to decide questions of ownership of rights to inventions or discoveries and of the apportionment of interest among or between investigators and their associates shall be vested in the President of the College, with the advice and consultation of the Faculty Research and Patent Committee, in accordance with the academic governance procedure contained in this Agreement. Decisions relating to ownership or rights to inventions or discoveries or inventions shall in no way be deemed or construed a determination of inventorship but merely as a determination of the allocation of academic and financial interest in such discoveries or inventions.

There is hereby established the Faculty Research and Patent Committee which shall be appointed by the College Executive Committee and which shall be composed of two (2) Faculty members appointed from the School of Liberal Arts and Science, two (2) from the School of Business Administration and one (1) from the School of Education. The term of appointment of each committee member shall be one (1) year but may be renewed annually without limitation by the College Executive Committee. The Vice President in charge of Academic Affairs shall be a non-voting member of the Committee.

III. Principal of Ownership

Technical information, inventions, discoveries and items of commercial importance resulting from investigations conducted by staff members, employees or students of Rider College which:

1. Were financed in whole or in part from College funds, including that portion of an employee's salary which relates to the work out of which the invention or discovery arose. (Granting of normal salary to an employee is not considered financial support of research.)

2. Result from an employee's duties or a student's academic pursuit within the college or

3. Was conducted utilizing to a substantial degree the College's resources or facilities,

shall be the property of Rider College. In the event that investigations result in a discovery or invention which may be patentable, the College reserves its right to protect such information, inventions, discoveries and items and each shall be assigned to the College or to its designees unless the College waives its right to such assignment, in accordance with the terms of Section V of this Policy.

The College shall own all rights, title and interest in such patents and shall reserve the right to direct the assignment thereof to others, except in the case of sponsored research projects where the contract between the College and sponsor specifies the assignment of patent rights to the sponsor.

IV. Equity of Participants

The College, recognizing the interests of its staff members, employees, students, sponsors or other cooperating agencies in inventions and patents arising from investigations, guarantees the following equity to participating parties:

a. Investigations and Research financed wholly by the College

The principal of ownership stated in Section III applies; the investigator will be compensated as provided for in Section V a.

b. Investigations sponsored by a Third Party

Contracts involving sponsorship of research at Rider College or collaboration between an investigator conducting research at Rider College and an outside agency which required that all, or a portion, of the rights in or to inventions and discoveries be given to the outside agency, shall be submitted to the Faculty Research and Patent Committee for its counsel and suggestions.

The terms of the written agreement between the College and granting agency will be binding. Generally this agreement will provide for ownership of the patent to be vested in the College and that the sponsor will be granted a non-exclusive license to the patent (without sub-licensing rights) on terms no less favorable than

may be granted to any other licensee of the same patent. The inventor may be compensated as provided for in the agreement or as under Section V a.

c. Investigations conducted by an employee or student in whole or in part on his own time at his own expense

Conditions under which the discovery was made shall be reported to the Chairman of the Research and Patent Committee and ownership will be determined as follows:

1. A discovery made wholly at the expense of the investigator and not using College facilities or funds will be the private property of the individual and ownership will reside with him. If the investigator wishes to assign the invention or discovery to the College he may do so and the distribution of funds will be established by a written agreement between the investigator and the College, the assistance of the Research Corporation is still available to him as an individual, if he desires it.

2. When a discovery is made partly at the expense of the investigator with the use of College's facilities or in the normal field of the individual's College employment, the Research and Patent Committee will recommend to the President a division of rights and compensation to the inventor or inventors and their associates, as outlined under Section V.

V. Compensation

Where the College has full ownership rights or where the College receives income from inventions made by employees or students, the inventor's compensation will be as follows:

a. Where inventions are assigned to and patented by the Research Corporation, 27.75% of the gross royalties will be received by the inventor, 27.75% by the College and 42.5% by the Research Corporation as stipulated in the contract with the Research Corporation.

b. *Where inventions are administered by the College, the inventor receives 50% of the net income.*

VI. *Notification of Possible Patents*

It shall be the responsibility of the investigator or investigators and of each of their associates to alert the Chairman of the Faculty Research and Patent Committee, the concerned Department Chairman, the Dean of his or their college and the President of the College, in writing, of any invention or discovery involving potentially patentable items and the conditions under which these discoveries or inventions were made.

Failure to report a discovery or invention of patentable or potentially patentable value may result in forfeiture of all or part of the defaulting investigators equity in the discovery or invention and may be dealt with by the College as a breach of the Patent and Confidential Agreement referred to in Section VII.

Once the interest of the College in the invention or discovery has been established, after careful consideration and on the advice of counsel, if desired, the Faculty Research and Patent Committee may recommend any one of the following:

a. *If the patent rights of the invention are subject to the terms of a sponsor's contract or grant, the Committee shall recommend to the President that the inventor be directed to comply with the terms of the contract.*

b. *In the event that it should appear that the invention or discovery is in the interest of the public, the Committee shall recommend to the President that the inventor be directed to publish his findings in a professional journal or a special university publication.*

c. *The Committee may decide, in cooperation with the inventor, to recommend protection of the invention or discovery through a patent. The Committee will then recommend to the President that the invention be turned over to the Research Corporation of New York or other non-profit patent administration*

organization for patenting in accordance with the terms of the contract then in effect or that the College secure the services of a patent attorney, or other specialists.

d. *The Committee may decide to recommend exploitation of the invention as a commercial item. Any invention placed in commercial use but not patented by the College shall be subject to the same terms, conditions and restrictions as any invention for which a patent has been obtained.*

e. *The Committee may, after careful review, find that the College has no further interest in the invention and may recommend to the President that the invention be referred to the inventor to exploit as he sees fit.*

However, this Patent Policy does not in any way alter, change, or otherwise modify provisions of this Agreement concerning outside activities of bargaining unit members.

The President of the College, through the Chairman of the Faculty Research Committee, must notify the investigator of the intention of the College to refer the invention or discovery to the Research Corporation, patent counsel or to other agents or agencies for the initiation of steps in the exploitation of the invention or discovery within ninety (90) days of the date of the investigator's disclosures in accordance with Section VI hereof.

The College must cause such invention or discovery to be thereafter referred to the foregoing persons, corporations or agencies within six (6) months of the disclosure or it shall be deemed that the College has waived its rights and interests in the discovery or invention and that the investigator or investigators may publish, disclose or dispose of the results of his or their investigation as he or they may desire.

ARTICLE XXVII

SICK LEAVE

1. Full-time members of the bargaining unit shall be entitled to compensated sick leave in accordance with the following schedule:

Years of Service	Full Pay	75% Pay	50% Pay	25% Pay	Total Weeks of Compensated Sick Leave
0-1	2	-	-	-	2
1-2	3	1	1	1	6
2-3	4	2	2	2	10
3-4	5	3	3	3	14
4-5	6	4	4	4	18
5-6	7	5	5	5	22
6-7	8	6	6	6	26
7-8	9	7	7	7	30
8-9	10	8	8	8	34
9-10	11	9	9	9	38
10-11	12	10	10	10	42
11-12	13	11	11	11	46
12-13	14	12	12	12	50
13-14	15	12	12	12	51
14-	16	12	12	12	52

2. Unused sick leave may not be accrued.

3. During the first two weeks of sick leave taken by a member of the bargaining unit, the affected department shall cover the professional assignments of such member of the bargaining unit. Thereafter, if such sick leave continues beyond the initial two-week period, the College shall secure a suitable replacement for such member of the bargaining unit.

4. Disability by reason of pregnancy and childbirth shall be covered by the above sick leave provisions.

5. Compensation received by a member of the bargaining unit from Rider College or as a result of a benefit provided by Rider College in relation to illness or disability shall

be deducted from any sick leave compensation hereunder. However, no such deduction shall be made for hospitalization and/or medical benefits received by such member of the bargaining unit.

ARTICLE XXVIII

PROFESSIONAL LEAVES OF ABSENCE WITHOUT PAY

A member of the bargaining unit granted a professional leave without pay for the purpose of engaging in research or advanced study that is not connected with the earning of an advanced or professional degree shall, upon such person's return to full-time teaching at the College, be entitled to the same salary that he would have been receiving if he had been teaching on a full-time basis during the period of the leave. This provision shall be applicable only to members of the bargaining unit who are granted such professional leaves without pay subsequent to January 1, 1975.

ARTICLE XXIX

COMPENSATION AND FRINGE BENEFITS

The College agrees to pay, on the following terms and conditions, to the members of the bargaining unit, the increases in compensation and the other fringe benefits referred to hereafter.

1. The following across-the-board increases in compensation shall be paid to those full-time members of the bargaining unit (and only to such persons) who were or are employed at the College on January 1 of the calendar year in which such increase shall take effect:

AMOUNT OF INCREASE EFFECTIVE SEPTEMBER 1

Rank	1976	1977	1978
Professor	$1,400.00	$1,400.00	$1,400.00
Associate Professor	1,200.00	1,200.00	1,200.00
Assistant Professor	1,000.00	1,000.00	1,000.00
Instructor	900.00	900.00	900.00
Library and Athletic Staff I	1,100.00	1,100.00	1,100.00
Library and Athletic Staff II	900.00	900.00	900.00

2. Part-time members of the bargaining unit, who are paid on a contact hour basis, including faculty in the Summer Session, Evening School, and those teaching "overload" shall receive an increase in their compensation for such service for the first and succeeding years of this contract. Compensation for each three-hour course by rank and by year are stated below:

COMPENSATION FOR THREE-HOUR COURSE EFFECTIVE SEPTEMBER 1

Rank	1976	1977	1978
Professor	$905.00	$950.00	$1,000.00
Associate Professor	835.00	880.00	920.00
Assistant Professor	785.00	825.00	865.00
Instructor	700.00	730.00	770.00

Other part-time members of the bargaining unit who held their current ranks as of January 1, 1976, shall receive a proportionate increase in compensation as referred to in Paragraph 1, and a similar proportionate increase as of September 1, 1977, and September 1, 1978.

3. The following minimum base salaries by rank for full-time members of the bargaining unit shall become effective September 1, 1976:

Professor:	$20,000.00
Associate Professor:	$16,000.00
Assistant Professor:	$12,000.00
Instructor:	$10,000.00
Library and Athletic Staff I:	$14,000.00
Library and Athletic Staff II:	$11,000.00

4. During the second year of this contract, on the anniversary of the renewal of the major medical contract, the College will underwrite and pay the expense for an individual (not a family plan) major medical plan with a maximum increased coverage from $50,000.00 to $250,000.00. It is understood that individual members of the bargaining unit will pay the entire expense for extending their individual coverage to include their families.

5. The College will allot paid research leaves for full-time members of the bargaining unit, based on the following formula: When the College's enrollment of full-time students during the preceding year averages over the two semesters 3,200 undergraduate students or fewer, two such research leaves; when the College's enrollment of full-time students during the preceding year averages over two semesters more than 3,200 undergraduate students, four research leaves. Such research leaves will be granted by the College in accordance with past practice as to application for such leaves, selection of the recipients of such leaves and reporting by recipients of such leaves. Additional research leaves entailing no additional cost to the College may be granted in accordance with past practice.

6. The College will continue its past practice with respect to tuition remission. In addition, part-time members of the bargaining unit, during a semester in which they are teaching, may enroll their dependents (as defined by past practice) in one three-credit Rider College course without payment of tuition.

ARTICLE XXX

RETIREMENT AGE

The normal retirement age of full-time bargaining unit members shall be 65 years of age and any full-time bargaining unit member who is 65 years of age before September 1 of any year shall remain in the employ of Rider College only if both the College and the affected individual agree. Appointments of such individuals shall not extend beyond one year terms. If an individual wishes to remain at the College beyond his 65th year, he shall make application through his Department, whose judgment shall be considered by the College in making appointments or reappointments of such an individual.

ARTICLE XXXI

SEPARABILITY

In the event any provision of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement, and in such event the remainder of this Agreement shall continue to be binding upon the parties hereto.

ARTICLE XXXII

LENGTH OF CONTRACT; FUTURE NEGOTIATIONS

1. This Agreement shall be effective as of the first day of September, 1976, and shall expire on the 31st day of August, 1979.

2. The parties shall commence negotiations toward a new collective bargaining agreement on or about June 1, 1979. Prior thereto, both the AAUP and the College shall exchange proposals for inclusion in such new collective bargaining agreement by May 1, 1979.

ARTICLE XXXIII

ENFORCEABILITY

1. This Agreement shall be binding upon and is exclusively between the Rider College Chapter of the AAUP and Rider College. All rights and privileges claimed under the terms of this Agreement shall be enforceable only by the AAUP and by Rider College unless otherwise specifically provided herein.

2. The rights, privileges, and obligations of the parties hereto, and all of the terms set forth in this Agreement, shall be incorporated by reference into and made part of any individual agreement between such member and the College. In the event of a conflict between terms of any individual agreement and the terms of this Agreement, the latter shall be controlling.

ATTESTATION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Dated: Lawrence Township
New Jersey
September 22, 1976

Rider College

by

Rider College Chapter of the American Association of University Professors

by
President

Chief Negotiator